

**LOCAL RESURFACING CONTRACT NUMBER 1 (FY 2009-10)  
CONSULTING ENGINEERING AGREEMENT  
SUMTER COUNTY WORK ORDER 19**

***Various Resurfacing Sites (Exhibit "A")***

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the "ENGINEER"), and the Board of County Commissioners of Sumter County, Florida (the "BOARD") in accordance with the terms of the Consulting Engineering Agreement dated March 25, 2008, which is incorporated herein by reference.

**PROJECT UNDERSTANDING**

1. Many Sumter County local roadways were constructed without benefit of proper design and in some cases the surface course was placed on little to no base material or overburden obtained from local mines. The cost of reconstructing these roadways is probative, therefore the Board of County Commissioners has budgeted funds to commence a Local Road Resurfacing Program.
2. The purpose of this Project is to provide specifications, bidding documents and assistance, and field support services during construction for the resurfacing of approximately nineteen (19) segments of existing roadways. It is understood by the ENGINEER and the BOARD that these roadways will not be evaluated for compliance with current design standards, such as lane widths, horizontal and vertical alignments, shoulder widths, clear zones, etc. The ENGINEER is not responsible for providing services pertaining to these issues. However, it is understood that some sites have depressed areas that require substantial leveling to provide a uniform grade. It is not the intention to completely level these areas but to raise the depressed areas as needed to provide a safer travel way than what exists today.
3. The Project will consist of resurfacing existing lanes only; no new pavement will be constructed.
4. All material testing services will be provided by the BOARD's certified testing laboratory under a separate Agreement.

With the above in mind, our scope of services, schedule, and fee are provided below.

**SCOPE OF SERVICES**

The ENGINEER will provide the following services for this project.

***Task 1 – Design***

- 1.1 ENGINEER will prepare for and conduct a conceptual plan meeting with BOARD staff to discuss the project scope, schedule, any special conditions, etc. ENGINEER will prepare meeting minutes and circulate them to the Project team.
- 1.2 It is understood that the nineteen (19) resurfacing projects will be awarded as one contract, and that the selected contractor will proceed with construction of one project at a time until available funds are exhausted. The order of the resurfacing Projects will be determined by the BOARD. ENGINEER will prepare draft 60% and 100% specifications for the Project. The specifications will be of sufficient detail to convey the requirements of the Project work, but full sized scaled construction plans will not be prepared for the resurfacing projects.

The specifications will generally include:

1. Front end bidding documents such as Instructions to Bidders, Bonding Requirements, Bid Forms, Pay Application and Change Order documents, etc.
  2. General and Special Conditions.
  3. Contract Agreement between Contractor and Sumter County.
  4. Contract Plans, which will consist of a Vicinity Map for each section of the Project, Typical Sections for installation of leveling course and asphalt overlay, General Notes for Construction, and Typical Construction Details.
  5. Estimated Schedule of Values for each of the 19 segments.
  6. Additional Technical Specifications that may be needed, as determined by the ENGINEER.
- 1.3 ENGINEER will submit the Project specifications to the Southwest Florida Water Management District (SWFWMD) for a determination of permit exemption. This Agreement assumes that SWFWMD will determine that no permit is required for this Project due to the fact that there will be no net increase in impervious surfaces. If a permit is required for this Project, that work will require the authorization of additional fees.

#### ***Task 2 – Bidding Assistance***

- 2.1 ENGINEER will prepare and assemble the construction bidding documents, including specifications for the subject Work and the construction contract. ENGINEER will work with BOARD staff to facilitate advertisement of the bid.
- 2.2 ENGINEER will prepare for and conduct a pre-bid meeting with potential bidders and the BOARD.
- 2.3 ENGINEER will provide the BOARD with an electronic version of the Project specifications suitable for use in bidding the project on the Demand Star website. The BOARD will handle all work needed to post the bid to the website for potential bidders.
- 2.4 ENGINEER will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. ENGINEER will prepare a written summary of this tabulation and evaluation together with a recommendation for the award of the construction contract.
- 2.5 ENGINEER will assist the BOARD with the issuance of a Notice to Proceed to the selected Contractor.

#### ***Task 3 – Construction Phase Services***

During construction, ENGINEER will provide on-site field observations and construction phase services as defined below:

- 3.1 *On-Site Observation of Construction.* ENGINEER will provide on-site construction observation services during the construction phase. On-Site observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether Contractor's work is generally

proceeding in accordance with the Contract Documents, and ENGINEER will keep BOARD informed of the general progress of the Work.

ENGINEER shall not, during on-site observation, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 3.2 *Recommendations with Respect to Defective Work.* ENGINEER will recommend to BOARD that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- 3.3 *Clarifications and Interpretations.* ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to BOARD as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by BOARD.
- 3.4 *Change Orders.* ENGINEER may recommend Change Orders to BOARD, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- 3.5 *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- 3.6 *Inspections and Tests.* ENGINEER may require special inspections or tests of Contractor's work as ENGINEER deems appropriate, and may receive and review certificates of inspections within ENGINEER's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests and the facts being certified.
- 3.7 *Disagreements between BOARD and Contractor.* ENGINEER will, if requested by BOARD, render written decision on all claims of BOARD and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to BOARD or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 3.8 *Substantial Completion.* ENGINEER will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with BOARD and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of BOARD, ENGINEER considers the Work substantially complete, ENGINEER will notify BOARD and Contractor.
- 3.9 *Final Notice of Acceptability of the Work.* ENGINEER will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and

the final punch list so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to ENGINEER upon which it is entitled to rely.

- 3.10 *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.
- 3.11 *Weekly Update* – The ENGINEER will provide the BOARD a weekly update (via e-mail) outlining the current construction status.

### **DELIVERABLES**

1. 60% Specification Documents
2. 100% Specifications and Bidding Documents
3. Electronic version of 100% Specifications and Bidding Documents

### **MEETINGS**

1. Conceptual Plan meeting with Staff.
2. Design meetings – two meetings anticipated.
3. Pre-bid meeting.
4. Bid opening meeting.
5. Bid review meeting.
6. Pre-construction meeting.

### **DOCUMENTS**

1. Electronic Specifications and bid package.

### **SERVICES NOT PROVIDED IN THIS SCOPE**

1. Surveying and mapping services.
2. Geotechnical services.
3. Storm Water Management design.
4. Drainage Analysis of existing side/cross drains.
5. Traffic Control Plans.
6. Utility Adjustment Plans.

**SCHEDULE**

The ENGINEER will provide the Design services described in Task 1 of the above Scope of Services within 30 calendar days from receipt of a Notice to Proceed from the BOARD. Should issues arise during the performance of Task 1 that are outside the control of the ENGINEER, the Schedule will be adjusted accordingly.

**FEE**

The ENGINEER will perform the services described in Tasks 1 and 2 of the Scope of Services for a lump sum fee of \$56,010.00. Tasks 3 will be performed on an hourly labor fee plus expense basis for an estimated budget of \$44,850.00 per 60 calendar days. A breakdown by Task is provided below:

Task	Description	Labor Fee
1, 2	Design	\$43,320.00
2	Bidding Assistance	\$12,690.00
3	Construction Phase Services, Per 60 Calendar Days	\$44,850.00

All permitting, application, and similar project fees will be paid directly by the Board. Permit fees are expected to be from \$100.00 - \$1,000.00. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 10 days of your receipt of the invoice, as per Item 6 in the Consulting Engineering Agreement. If additional efforts become necessary during the performance of the assignment, the ENGINEER will immediately advise the BOARD of any budget revisions.

ACCEPTED:

BOARD OF COUNTY COMMISSIONERS  
OF SUMTER COUNTY, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:   
Richard V. Busche, PE

TITLE: \_\_\_\_\_

TITLE: Vice President

DATE: \_\_\_\_\_

DATE: February 1, 2010

Attachment: Exhibit "A" Sumter County Resurfacing Sites for Consideration

**Exhibit "A"**

**SUMTER COUNTY PUBLIC WORKS  
LOCAL PAVED ROADWAY SITES FOR CONSIDERATION IN FY 2009-2010**

SITE NUMBER	LOCAL RESURFACING INVENTORY PRIORITY	ROADWAY										MILL AND RESURFACE (1.5" MIN) LOCAL ROADWAYS TO MATCH CURRENT "EXISTING" WIDTH		
		COUNTY ROAD NUMBER OR NAME	FROM	TO	VILLAGE COMMUNITY DEVELOPMENT DISTRICT NUMBER	INSPECTION DATE	TRAFFIC RATING	NO. OF ADJACENT STRUCTURES	PAVEMENT CONDITION (MAXIMUM 50 PTS)	EXISTING WIDTH (FEET)	LENGTH (MILES)	ESTIMATED COST (RESURFACE ONLY)	ESTIMATED COST (MILL AND RESURFACE)	RUNNING TOTAL
1	1	CR 209	CR 222	C-462E		26-Nov	H ( R )	18	42	18	1.00	\$124,500	\$0	\$0
2	2	CR 209	C-466E	CR 222		26-Nov	H ( R )	18	41	18	1.75	\$217,800	\$0	\$0
3	443	CR 209	C-462E	CR 232		26-Nov	L ( R )	18	9	18	1	\$124,500	\$0	\$0
4	3	CR 455	CR 440	CR 457		20-Nov	L ( R )	15	37	16	0.43	\$43,300	\$0	\$43,300
5	4	CR 209	CR 202	C-466E		26-Nov	H ( R )	9	36	18	1.25	\$155,600	\$0	\$0
6	5	CR 217	C-44A	CR 232		26-Nov	L ( R )	9	36	19	0.5	\$50,300	\$0	\$93,600
7	6	CR 438	CR 437	CR 439		20-Nov	L ( R )	2	36	18	0.09	\$8,000	\$0	\$101,600
8	7	CR 439	C-470N	CR 439C		20-Nov	M ( R )	12	36	20	0.51	\$62,300	\$0	\$163,900
X	8	CR 514	Coleman City Limits	Lake Panasoffkee		27-Nov	L ( R )	0	36	18.5	1.37	\$0	\$0	\$163,900
9	9	CR 601A	Bushnell City Limits	Dead End		4-Dec	L ( R )	7	36	16.25	0.2	\$20,300	\$0	\$184,200
X	10	CR 528	US 301	CR 526A		28-Nov	M ( R )	15	35	16	0.41	\$0	\$0	\$184,200
10	11	CR 532E	US 301	CR 532S		28-Nov	L ( R )	12	35	12.25	0.62	\$51,500	\$0	\$235,700
11	12	CR 601B	CR 601A	Dead End		4-Dec	L ( R )	4	35	18	0.08	\$8,100	\$0	\$243,800
12	13	CR 650	US 301	Dead End		3-Dec	L ( R )	19	35	18	0.92	\$90,900	\$0	\$334,700
13	14	CR 229	SR 44	Dead End		26-Nov	H ( R )	59	34	19.5	4.03	\$501,500	\$0	\$836,200
14	15	CR 117A	CR 117	CR 114C		26-Nov	L ( R )	17	33	18	0.2	\$20,300	\$0	\$856,500
X	16	CR 139	C-466A	C-44A		27-Nov	H ( R )	11	33	18	1.2	\$0	\$0	\$856,500
X	17	CR 156	WW City Limits	CR 179		27-Nov	L ( R )	8	33	19	0.76	\$0	\$0	\$856,500
15	18	CR 416N	C-470N	CR 416S		20-Nov	L ( R )	38	33	19	3.26	\$345,500	\$0	\$0
16	19	CR 416S	CR 416N	Dead End		20-Nov	L ( R )	10	32	20	0.49	\$49,300	\$0	\$0
17	19	CR 452	CR 439	CR 453		20-Nov	L ( R )	22	33	16	0.43	\$40,000	\$0	\$896,500
X	20	CR 214	US 301	CR 209		26-Nov	L ( R )	7	32	18	0.97	\$80,281	\$0	\$896,500
18	21	CR 435	C-470N	Dead End		20-Nov	L ( R )	47	32	18.5	0.37	\$35,000	\$0	\$896,501
19	22	CR 555	C-476E	Dead End		28-Nov	L ( R )	3	32	16.5	0.35	\$31,000	\$0	\$927,501